

MAR 02 2005

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DATE: March 2, 2005

PTO IDENTIFIER: Application Number 10/809,735-Conf. #8185

Patent Number

Inventor: Desmond R. Lim et al.

MESSAGE TO: US Patent and Trademark Office

FAX NUMBER: (703) 872-9306

FROM: EDWARDS &amp; ANGELL, LLP

Howard M. Gitten

PHONE: (954) 667-6130

Attorney Dkt. #: 58780(47686)

PAGES (Including Cover Sheet): 8

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PTO/SB/97 (03-04)

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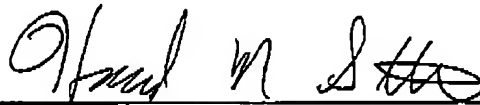
Application No. (if known): 10/809,735

Attorney Docket No.: 58780(47686)

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on March 2, 2005  
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Signature

Howard M. Gitten

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32,138

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Request for Withdrawal as Attorney or Agent (1 page)

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|   |                        |                        |
|---|------------------------|------------------------|
| REQUEST FOR WITHDRAWAL<br>AS ATTORNEY OR AGENT<br>AND CHANGE OF<br>CORRESPONDENCE ADDRESS | Application Number     | 10/809,735-Conf. #8185 |
|   | Filing Date            | March 25, 2004         |
|   | First Named Inventor   | Desmond R. Lim         |
|   | Art Unit               | 2874                   |
|   | Examiner Name          | S. U. Song             |
|   | Attorney Docket Number | 58780(47686)           |

Commissioner for Patents  
To: P.O. Box 1450  
Alexandria, VA 22313-1450

Please withdraw me as attorney or agent for the above identified patent application, and

☐ all the attorneys/agents of record.

☐ the attorneys/agents (with registration numbers) listed on the attached paper(s), or

☒ the attorneys/agents associated with Customer Number

21874

The basis for the Request for Withdrawal is 37 C.F.R. §10.40(c)(1)(iv) and (vi). As to §10.40(c)(1)(iv) enclosed with the present request is an Account Receivable analysis for LNL Technologies, Inc. including the above-identified application. LNL Technologies, Inc. is the Assignee of the entire right, title and interest in the above-identified by way of an assignment filed in the United States Patent and Trademark Office on April 21, 2003, reel 013984, frame 0188.

As evidence by the attached engagement letter, it was agreed by the then President Mark Noorzai of LNL Technologies, Inc. (then known as L3 Optics, Inc.), that the company would be invoiced for services provided by our law firm on a monthly and/or per task basis and that LNL Technologies would make regular payments against the balance due.

In the accompanying Account Receivable analysis it is shown that as of February 22, 2005, LNL Technologies had an outstanding balance of \$107,247.14 due to our law firm. The entire balance is more than 180 days old. This balance includes out-of-pocket disbursements on behalf of the client.

LNL Technologies has totally failed to address this outstanding balance, as well as repeated requests to address the outstanding balance of its bill.

Furthermore, LNL Technologies has failed to consistently provide us with instruction or authorization to proceed. This is not the only matter for which we represent LNL Technologies, Inc. Our firm's requests for instruction often go unanswered.

LNL Technologies has been supplied with copies of all prosecution document as filed with, or received from, the United States Patent and Trademark Office, including all papers necessary for it to evaluate the situation, instruct us or engage other counsel if it so chooses. Accordingly, permissive withdrawal is requested under the provisions of 37 C.F.R. §10.40(c)(1)(iv) and (vi), because LNL Technologies, Inc. has failed to pay one or more bills rendered by the practitioner for an unreasonable period of time.

There is currently a pending Office Action in the above-referenced application. No response is due until April 18, 2005 and the period for response may be extended for an additional three months. Therefore, the time left for response is at least 40 days. In accordance with 37 C.F.R. §10.40(a), a copy of this Request, including attachments, is being sent to the client. A copy of the letter to the client is attached hereto.

As a result of the above, we the following attorneys (Customer No. 21874) are withdrawing under the provisions of 37 C.F.R. §1.36, under the authorized signature of Howard M. Gitten, Reg. No. 32,138 who signs this petition on our behalf.

SEE ATTACHED ACCOUNTS RECEIVABLE LIST AND ENGAGEMENT LETTER (2 PAGES)

### CORRESPONDENCE ADDRESS

1. ☐ The correspondence address is NOT affected by this withdrawal.

2. ☒ Change the correspondence address and direct all future correspondence to: s

☒ Firm or Individual Name LNL Technologies, Inc., c/o Glenn E. Davis

Address 89 Ripley Hill Road

City Concord

State

Massachusetts

Zip

01741

Country U.S.

Telephone e-mail GEDavis@aol.com

Fax

Signature

*Howard M. Gitten*

Name

Howard M. Gitten

Registration No.

32,138

Date

March 2, 2005

Telephone No.

(954) 667-8130

NOTE: Withdrawal is effective when approved rather than when received. Unless there are at least 30 days between approval of withdrawal and the expiration date of a time period for response or possible extension period, the request to withdraw is normally disapproved.

I hereby certify that this correspondence is being facsimile transmitted to the United States Patent and Trademark Office, facsimile no. (703) 872-9308, on the date shown below.

Dated: March 2, 2005

Signature:

*Howard M. Gitten*

(Howard M. Gitten)



Michelle Almonte

03/01/2005 11:27 AM

To: Kim Papa/Providence/EALaw@EALaw

cc: Howard Gitten/FortLauderdale/EALaw@EALAW

Subject: Re: LNL 47686

| Clt ID | Mtr ID | Mtr Name                                | Mtr A/R Total | WIP Total  | Mtr Trust Total |
|--------|--------|---|---------------|------------|-----------------|
| 47686  | 1      | General                                 | \$16,643.71   | \$0.00     | \$0.00          |
| 47686  | 57359  | Method of Forming Smooth Morpholog      | \$3,007.13    | \$1,362.84 | \$0.00          |
| 47686  | 57475  | Strongly Confined Polarization Indepen  | \$1,610.66    | \$0.00     | \$0.00          |
| 47686  | 57478  | Integrated Planar Optical Waveguide &   | \$3,962.20    | \$0.00     | \$0.00          |
| 47686  | 57479  | Tunable Resonator                       | \$423.17      | \$0.00     | \$0.00          |
| 47686  | 57482  | MxN Optical Connector                   | \$3,520.07    | \$0.90     | \$0.00          |
| 47686  | 57495  | Method for Detecting Actuator Position  | \$241.52      | \$0.00     | \$0.00          |
| 47686  | 57501  | Low Drive Voltage Optical Modulator     | \$646.33      | \$0.00     | \$0.00          |
| 47686  | 57502  | Polarization Diversity Double Resonate  | \$402.55      | \$0.00     | \$0.00          |
| 47686  | 57504  | Nanophotonic Mach-Zehnder Interferom    | \$0.00        | \$0.00     | \$88.99         |
| 47686  | 57505  | Wavelength-Slicing Architecture for W:  | \$5,356.66    | \$0.00     | \$0.00          |
| 47686  | 57506  | Tunable Fabry-Perot Filter Having a M:  | \$1,935.74    | \$0.00     | \$0.00          |
| 47686  | 57507  | Optical Switch Using an Integrated Ma   | \$451.54      | \$0.00     | \$0.00          |
| 47686  | 57508  | Digital Optical Switch Using an Integr  | \$1,533.81    | \$0.00     | \$0.00          |
| 47686  | 57509  | Localized Thermal Tuning of Ring Res:   | \$4,029.92    | \$0.00     | \$0.00          |
| 47686  | 57510  | Analog Optical Switch Using an Integr   | \$966.83      | \$0.00     | \$0.00          |
| 47686  | 57512  | Optical Waveguide Having a Weakly-C     | \$1,898.87    | \$0.00     | \$0.00          |
| 47686  | 57515  | Surface-Emitting Semiconductor Optic    | \$2,717.89    | \$0.00     | \$0.00          |
| 47686  | 57516  | Dense-Plasma Etching of InP-Based N     | \$4,326.13    | \$0.00     | \$0.00          |
| 47686  | 57519  | Guided-Wave Optical Switches Based      | \$6,730.94    | \$0.00     | \$0.00          |
| 47686  | 57520  | Optical Waveguide and Shutter           | \$1,277.99    | \$0.00     | \$0.00          |
| 47686  | 57522  | Mems Device Having Multiple DWDM I      | \$5,060.29    | \$0.00     | \$0.00          |
| 47686  | 57528  | Mems Assemblies Having Movable Me       | \$1,248.54    | \$0.00     | \$0.00          |
| 47686  | 57529  | Optical Fiber Management Identification | \$169.13      | \$0.00     | \$0.00          |
| 47686  | 57530  | Method for Separating Silica Waveguid   | \$205.77      | \$0.00     | \$0.00          |
| 47686  | 57628  | AN OPTICAL SWITCH HAVING A PL           | \$2,928.96    | \$0.00     | \$0.00          |
| 47686  | 57629  | An Optical Phase Shifter Having an Int  | \$2,836.69    | \$0.00     | \$0.00          |
| 47686  | 57633  | Nanophotonic Directional Coupler        | \$4,290.95    | \$0.00     | \$0.00          |
| 47686  | 57634  | Oval Resonator Device                   | \$4,487.96    | \$0.72     | \$0.00          |
| 47686  | 58304  | Low Cost Integrated Optical Receiver    | \$4,577.65    | \$0.00     | \$0.00          |
| 47686  | 58356  | Method and Apparatus for On-Wafer T     | \$6,670.10    | \$0.00     | \$1,565.72      |
| 47686  | 58463  | Integrated Mode Converter, Waveguid     | \$5,123.34    | \$0.00     | \$492.47        |
| 47686  | 58566  | Integrated Monitor Photodiodes for Lig  | \$231.28      | \$0.00     | \$0.00          |
| 47686  | 58589  | Multi-Order Dispersion for Polarization | \$451.73      | \$0.00     | \$0.00          |
| 47686  | 58757  | Low Cost Fiber Optic Transceivers anc   | \$1,163.32    | \$0.00     | \$0.00          |
| 47686  | 58780  | Low-Cost Single Mode External Cavity    | \$4,085.50    | \$15.00    | \$0.00          |
| 47686  | 58856  | LOW COST FIBER OPTIC SYSTEMS            | \$1,182.78    | \$0.00     | \$0.00          |
| 47686  | 59270  | INSPEC (TM)                             | \$850.51      | \$0.00     | \$0.00          |
| Total  |        |   | \$107,247.14  | \$1,376.22 | \$2,147.18      |

Michelle Almonte  
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H.G.

## EDWARDS &amp; ANGELL, LLP

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Ft. Lauderdale, FL  
TELEPHONE 954 491-8050David G. Conlin  
Direct Dial: (617) 517-5515

DConlin@EALaw.com

March 25, 2002  
VIA FACSIMILEMr. Mark Noorzay  
L3 Optics Inc.  
One Broadway  
14th Floor  
Cambridge, MA 02142

Re: Client Relationship with L3 Optics Inc.

Dear Mr. Noorzay:

We believe that the interests of our clients and our firm are best served by having a clear understanding as to the basis upon which bills are to be rendered and paid. The purpose of this letter is to provide that understanding between us.

Set forth below are the terms upon which fees, disbursements and charges are billed to our clients. Except to the extent otherwise provided in a written agreement between us and the Client, these terms will govern with respect to all matters handled by our Firm on behalf of a Client.

Legal Fees

Our fees for legal services performed by lawyers, paralegals and other professionals generally will be determined by multiplying the normal hourly rates for such professionals by the number of hours worked on behalf of the client. Hourly rates are revised periodically and vary considerably depending upon many factors including experience, specialized expertise, seniority and market factors. Attorney's fees at present range from about \$120 per hour to about \$480 per hour. Howard Gitten will be primarily responsible for your matters and his billing rate is currently \$ 275 per hour.

We charge in increments of one tenth (1/10) of an hour, rounded off for each particular activity to the nearest one tenth of an hour. The minimum charge for any particular activity is one tenth of an hour. Some activities may be billed at a fixed rate, e.g. preparation of trademark applications, filing of U.S. patent applications based on foreign priority applications.

If, while this Agreement is in effect, we change the hourly rates the change may be applied to fees/ communications charges incurred under this Agreement, but only with respect to services provided after the change has been made. If a Client chooses

M.N.

not to consent to the increased rates and/ or changed communications charge, the Client may terminate our services under the Agreement by written Notice, effective when received by us. As to such termination, Client must execute and provide to us any necessary withdrawals or other appropriate documents.

#### Disbursements, Expenses and Charges

All out-of-pocket costs, disbursements and/or expenses incurred by us are the responsibility of the client. Examples of such costs, disbursements and expenses include, but are not limited to, USPTO fees, filing fees, court fees, computer research, outsourcing photocopying of voluminous documents, courier expenses including express mail charges, photocopying charges, travel expenses; court reporter fees, secretarial overtime and witness fees. In lieu of separately billing clients for long distance charges, faxes, postage (excluding express mail service), and other similar expenses, the client is billed a communications charge equal to 2.5% of the fee portion of the bill. In the case of individual or related disbursements in excess of \$200 (e.g., expert witness fees, airline tickets, etc.) or USPTO fees in excess of \$100, we may request an advance payment from Client as a disbursement retainer. Other arrangements, however, such as direct billing of the Client for such charges can be arranged in appropriate circumstances and when agreed to in writing.

#### Payment

Bills for legal services, disbursements and charges are due upon presentment. Client agrees to pay in full any balance due except as otherwise provided by written agreement. To the extent any of our bills remain unpaid for more than 30 days following presentment to you a late payment charge may be assessed to the bill to be paid. As to other unpaid bills, a late payment charge equal to 1% per month may be assessed until the bill including the late payment charge is paid in full.


To the extent bills are not timely paid, we reserve the right to decline to perform further services or to withdraw from representation of the client.

If these arrangements are acceptable to you, kindly sign the enclosed copy of this letter to so indicate, and return it to me.

This letter sounds rather cold, as such agreements normally do. However, we are warmly looking forward to working with you and helping you and your company safeguard its hard earned intellectual property. If there are any questions or requests, please do not hesitate to let me know.

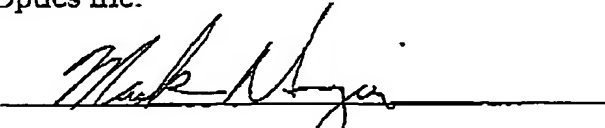
Best regards,

EDWARDS & ANGELL LLP

By:   
David G. Conlin

Accepted and Agreed  
This \_\_\_\_\_, 2002

L3 Optics Inc.

By: 

**Edwards & Angell LLP**

350 East Las Olas Blvd. Ft. Lauderdale, FL 33301 954.727.2600 fax 954.727.2601

Howard M. Gitten  
954.776.6130  
fax 954.727.2601  
hgitten@edwardsangel.com

March 2, 2005

**Via e-mail and U.S. mail**

Desmond Lim  
LNL Technologies, Inc.  
c/o Glenn Davis  
89 Ripley Hill Road  
Concord, MA 01741

Re: Representation of LNL Technologies, Inc. [formerly known as L3 Optics, Inc.  
and Nanovation Technologies, Inc.]  
Our Ref. No.: 47686.0001

Dear Desmond:

As you are aware, there is an outstanding Accounts Receivable of \$107,247.14. Attached is a copy of your statement. Despite our repeated demands for payment, there has been no reduction in this amount in over a year. Furthermore you have not responded to our recent notices regarding any pending matters which require action as noted below.

In accordance with the terms of our engagement letter and the rules and regulations of the United States Patent and Trademark Office we are requesting to withdraw as your counsel. We have filed a Request for Withdrawal with the USPTO for all pending matters, including maintenance fees, and upon granting of that request will not longer represent you in connection with any matters in the USPTO. Copies of the Requests are attached hereto.

We have also contacted our foreign lawyers. We have instructed them to deal with you directly for all ongoing prosecution and maintenance of your intellectual property abroad. You have been copied on those letters.

We enclose a schedule of upcoming deadlines for the LNL intellectual property matters. We note, as previously reported, a response to an Office Action is due in connection with your invention for EXTERNAL GAIN ELEMENT WITH MODE CONVERTER AND HIGH INDEX CONTRAST (Docket No. 58780) on or before April 18, 2005. Failure to respond to this Office Action will result in abandonment. However, the April 18, 2005 deadline may be extended for up to three months.

The issue fees for the two United States patents for METHOD AND APPARATUS FOR ON-WAFER TESTING OF AN OPTICAL CHIP (Docket Nos. 58356 and 58356CIP) are due to be

## Edwards &amp; Angell

Desmond Lim  
LNL Technologies, Inc.  
March 2, 2005  
Page 2

paid on or before May 11, 2005. Failure to pay these fees will result in abandonment of the applications and no patents will issue. This deadline is non-extendable.

We note that the corresponding international application must enter the national phase on or before May 15, 2005. In other words, a patent application must be filed in each country. Failure to do this will result in abandonment of your international rights for each country in which a patent application has filed. Again, this deadline is non-extendable.

If you have any questions, please feel free to contact me.

Best personal regards.

Sincerely,



Howard M. Gitten

HMG/pmk

Cc: (with enclosures)  
John J. Ryan  
As Collateral Agent for  
The Secured Lenders of LNL  
Technologies, Inc.  
c/o Glenn Davis  
89 Ripley Hill Road  
Concord, MA 01741

Vasiliki Kalaitzidis  
Sherin and Lodgen LLP  
101 Federal Street  
Boston, MA 02110

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